

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

BINA THOMPSON,)	
)	
Plaintiff,)	
)	
v.)	No. 4:14CV1145 RWS
)	
UNITED STATES POSTAL SERVICE,)	
)	
Defendant,)	

MEMORANDUM AND ORDER

This matter is before me on review of plaintiff's complaint. Rule 12(h)(3) of the Federal Rules of Civil Procedure requires the Court to review all civil cases for subject matter jurisdiction and, if jurisdiction is lacking, to dismiss. It appears that jurisdiction is lacking in this case.

Plaintiff sues the United States Postal Service ("Postal Service") for breach of contract. Plaintiff alleges that she pre-paid for a post office box for six months. She claims that when she arrived three months later to collect her mail, post office workers had closed her box and also denied her access to her mail. Plaintiff says she demanded a full refund but was refused. Plaintiff seeks the amount of the full refund, \$85, plus \$400 in punitive damages.

Title 28 U.S.C. § 1339 gives the United States district courts with original jurisdiction over any civil action arising under the Act of Congress relating to the postal service. However, § 1339 does not confer jurisdiction over breach of contract suits against the postal service. See Prefab Products, Inc. v. U.S. Postal Svc., 600 F. Supp. 89, 90 (D.C. Fla. 1984) ("Because an Act of Congress does not form an essential element of the contract claim here, this Court does not have jurisdiction under Section 1339.").

Title 39 U.S.C. § 409 also gives the district courts jurisdiction over suits against the Postal Service in some circumstances. However, the waiver of sovereign immunity in § 409(e)(1) does not extend to common law suits: “the Postal Service . . . shall not be immune under any doctrine of sovereign immunity from suit in Federal court by any person for any violation of Federal law by such agency or any officer or employee thereof.” So, jurisdiction is not found under § 409. See Prefab Products, 600 F. Supp. at 91.

Certain contract disputes with the Postal Services come under the Contracts Dispute Act of 1978, 41 U.S.C. § 7101, *et seq.* However, the district courts do not have jurisdiction over such disputes. 28 U.S.C. § 1346(a)(2). As a result, I will order plaintiff to show cause why this action should not be dismissed for lack of jurisdiction.

Accordingly,

IT IS HEREBY ORDERED that plaintiff shall show cause no later than October 7, 2014, why this action should not be dismissed for lack of jurisdiction.

Dated this 23rd day of September, 2014.

A handwritten signature in cursive script, appearing to read "Rodney W. Sippe", written over a horizontal line.

RODNEY W. SIPPEL
UNITED STATES DISTRICT JUDGE